

 ORIGINAL

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- - - - - x

UNITED STATES OF AMERICA :

- v. - :

INFORMATION

PUNEET DIKSHIT, :

21 Cr. 7d ()

Defendant. :

- - - - - x

COUNT ONE
(Securities Fraud)

The United States Attorney charges:

1. At all times relevant to the Information, PUNEET DIKSHIT, the defendant, was a partner in a global management consulting firm (the "Consulting Firm"), where he led the Consulting Firm's unsecured lending practice in North America. DIKSHIT worked out of the Consulting Firm's New York, New York office and lived in New York, New York.

2. At all times relevant to this Information, GreenSky, Inc. ("GreenSky") was a publicly traded, financial technology company, headquartered in Atlanta, Georgia. GreenSky issued common stock that traded under the symbol "GSKY" on the Nasdaq Stock Market ("NASDAQ").

3. Between in or about November 2019 and in or about July 2020, and again between in or about April 2021 and in or about September 2021, a global financial institution headquartered in

New York, New York (the "Investment Bank") engaged the Consulting Firm to provide consulting services related to its consideration of a potential and actual acquisition of GreenSky, including to conduct due diligence and post-acquisition integration services. PUNEET DIKSHIT, the defendant, was one of the lead Consulting Firm partners responsible for these engagements.

4. Between on or about July 26, 2021 and on or about September 15, 2021, PUNEET DIKSHIT, the defendant, misappropriated material, non-public information about the transaction and, in violation of duties that he owed to the Consulting Firm and the Investment Bank, used that information to trade GSKY call options. Specifically, between on or about July 26, 2021 and on or about September 13, 2021, DIKSHIT purchased and sold GSKY call options, which had expiration dates weeks or months from the time of purchase. In the two days before the September 15, 2021 public announcement that the Investment Bank would be acquiring GreenSky, DIKSHIT sold all of these longer-dated GSKY call options and purchased approximately 2500 out-of-the money GSKY call options that were due to expire just a few days later, on September 17, 2021. After the transaction was announced, DIKSHIT sold these call options and realized profits of approximately \$450,000.

Statutory Allegation

5. From at least in or about July 2021 through at least in or about September 2021, in the Southern District of New York

and elsewhere, PUNEET DIKSHIT, the defendant, willfully and knowingly, directly and indirectly, by use of the means and instrumentalities of interstate commerce, and of the mails, and the facilities of national securities exchanges, used and employed manipulative and deceptive devices and contrivances, in connection with the purchase and sale of securities, in violation of Title 17, Code of Federal Regulations, Section 240.10b-5, by (a) employing devices, schemes, and artifices to defraud; (b) making and causing to be made untrue statements of material facts and omitting to state material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; and (c) engaging in acts, practices, and courses of business which operated and would operate as a fraud and deceit upon other persons, to wit, DIKSHIT executed transactions in the securities of GreenSky based on material, non-public information regarding the forthcoming acquisition of GreenSky by the Investment Bank, which information DIKSHIT misappropriated through his employment at the Consulting Firm and in breach of his duties to the Consulting Firm and the Investment Bank.

(Title 15, United States Code, Sections 78j(b) and 78ff;
Title 17, Code of Federal Regulations, Section 240.10b-5;
and Title 18, United States Code, Section 2.)

FORFEITURE ALLEGATION

6. As a result of committing the offense alleged in Count One of this Information, PUNEET DIKSHIT, the defendant, shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code Section 2461, any property, real or personal, which constitutes or is derived from proceeds traceable to the commission of the offense alleged in Count One this Information, including but not limited to a sum of money equal to \$455,017 in United States currency representing the amount of proceeds traceable to the commission of said offense that the defendant personally obtained.

Substitute Assets Provision

7. If any of the above-described forfeitable property, as a result of any act or omission of PUNEET DIKSHIT, the defendant,

a. cannot be located upon the exercise of due diligence;

b. has been transferred or sold to, or deposited with, a third party;

c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value;

or

e. has been commingled with other property which cannot be divided without difficulty, it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), and Title 28, United States Code Section 2461, to seek forfeiture of any other property of the defendant up to the value of the forfeitable property described above.

(Title 18, United States Code, Section 981(a)(1)(C);
Title 21, United States Code, Section 853(p);
Title 28, United States Code, Section 2461.)



DAMIAN WILLIAMS
United States Attorney

Form No. USA-33s-274 (Ed. 9-25-58)

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(15 U.S.C. §§ 78j(b) and 78ff; 17 C.F.R. § 240.10b-5;
and 18 U.S.C. § 2.)

DAMIAN WILLIAMS
United States Attorney
